#### U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

/	R SALE CONTRACT Sales to be Scaled after Felling)			
National Forest Willamette	Ranger District Middle Fork	Region Pacific N-West	Contract Number	
Sale Name		Award Date	Termination Date	
Black Salvage			05/26/2011	

Name of Purchaser

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and hereinafter called Purchaser.

Forest Service having advertised a sale at which either (1) Purchaser, whose required bid deposit is now held by Forest Service as an initial deposit, was the successful bidder, or (2) no bids were received and Purchaser having subsequently offered at least the minimum advertised price and made an initial deposit in the same amount as the bid deposit specified in the sale advertisement; and the parties hereto desiring to record their agreement; now therefore,

Unless provided otherwise herein, Forest Service agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

This contract consists of three Divisions: A - Specific Conditions, B - Standard Provisions, and C - Special Provisions, together with Sale Area Map, Plans and specifications for developments (if any), and such attachments as may be provided for in Division C. Specific Conditions are numbered and apply to the Part, Section, Subsection, or Item of the Standard Provisions, as indicated hereunder. Other conditions of this contract are stated in Division C - Special Provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

#### **UNITED STATES OF AMERICA**

o Witnesses: 1/	Ву:	
	<u></u>	Contracting Officer
(Name)		(Title)
(Address)		(Purchaser) 2/
	By:	
(Name)	-	
(Address)	<del></del>	(Title)
		(Business Address)
		*
3/	, certify that I am the	
ecretary of the corporation named as Purchaser herein;		
ho signed this contract on behalf of Purchaser, was the		
f the corporation; that the contract was duly signed for a	nd in behalf of the corpora	ation by authority of its governing body, and is
ithin the scope of its corporate powers.		CORPORATE
		SEAL 4/

Sale Name: Black Salvage Contract No:

# .JTRUCTIONS:

1/ The signatures and addresses of two witnesses are required if Purchaser is other than a corporation.

2/ If Purchaser is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Purchaser is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

3/ The certificate must be completed if Purchaser is a corporation.

4/ If the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE 1/
Subcontractor Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Timber Sale Name: National Forest:
The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this timber sale by any Federal department or agency.
Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.
Name of Subcontractor: Business Address:
Date Signature
1/ It is the Purchaser's responsibility to have subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to the Forest Service, except at the written request of the Contracting Officer.

#### **Contract No:**

llowing conditions apply to the indicated portions of Division B - Standard Provisions issued June 2006. **Location and Area,** applicable to B1.1

This Sale Area of 5 acres more or less is located in:

Section 27, T. 20 S., R. 2 E., W. M. Surveyed, Lane County, Oregon

# A2 - Volume Estimate and Utilization Standards, applicable to B2.1, B2.2, B2.4, and B6.4

			Minimum Specifications					
				Merchant	able Tree	Piece Required to be Removed		
Species	Product	1	Unit of Measure	Diameter Breast High (d.b.h.)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Scale in % of Gross Scale
Douglas-fir and Other Coniferous Species except Pacific yew	Sawtimber	55.00	MBF	9.0	1	8	7.0	40
All Species	Non-Saw	9.00	MBF	9.0	1	8	7.0	33
Total Qua	entity	64.00	MBF		-			

# A3- Timber Designations, applicable to B2.3; acres are approximate:

Clearcutting Units (B2.31)
Specified Road Clearing (B2.32)
Overstory Removal Units (B2.33)
Understory Removal Units (B2.34)
Individual Trees (B2.35)
Incompletely Marked Timber (B2.36)

Number	Acres
	3

imber Payment Rates, applicable to B3.1 and B4.0

A4a - For Species and Products to be Paid for at Rates Escalated under B3.2

#### **Not Applicable**

A4b - For Species and Products to be Paid for at Flat Rates

				Rates	per Unit of Me	asure	-
Species	Product	Unit of Measure	Base \$	Advertised	Bid Premium \$	Bid (Flat) \$	Required Deposits Slash Disposal
Douglas-fir and Other Coniferous Species except Pacific yew	Sawtimber	MBF	4.47	206.82			8.64
All Species	Non-Saw	MBF	.33	.33			8.64

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A4 include payment of deposits for sale area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

Sale Name: Black Salvage Contract No:

3 following definitions are established for the terms used in A4:

\_\_se Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under B3.31, B3.32, or B3.33.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in A7, but are never less than Base Rates.

**Bid Premium Rates** are the amounts by which Purchaser's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in B3.31, B3.32, and B3.33.

Bid Rates are the rates bid by Purchaser (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in A4a is the Tentative Rate that is subject to quarterly adjustment under B3.2; for species and products in A4b, the Bid Rate is the Flat Rate.

**Required Deposits** are deposits that Purchaser may be required to pay for slash disposal (16 USC 490), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in C5.32#; and contract scaling deposits, if any, are given in C6.816#.

**Base Index** is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in B3.2.

# A5 - Indices Used in Quarterly Adjustment, applicable to B3.2

#### **Not Applicable**

#### A6 - High Stumps, applicable to B6.412

Species	Product	Maximum Stump Height (inches)
	All	4

# Specified Roads, applicable to B5.2

Name and Date of Governing Road Specifications:

-	Project		Approx.	Sheet Numbers	Perf	ormance Re	sponsibility
Road No.	Name	Design Class	Length (mi./km.)	and Approval Date	Survey	Design	Construction Staking 1/
		N	OT APPLICA	BLE			

 $<sup>^{1/}</sup>$ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to B5.212.

# A8 - Forest Service Engineering Completion Schedule, applicable to B5.21

Road No.	Road Name	Type of Work	Completion Date
	NOT APPLICABLE		

# A9 - Scaling Instructions and Specifications, applicable to B6.8

Name and Date of Governing Instructions: <u>FSH 2409.11a</u>, National Forest Cubic Log Scaling Handbook, as amended and <u>supplemented</u>. Fiber scaling rules apply to nonsawtimber products. Check scaling will be performed on individual scaling <u>locations</u>.

Scaling Specifications						
28.43	1-11-11-11-11-11-11-11-11-11-11-11-11-1	Maximum		Trim Allowance		
Species	Product	Scaling Length (feet)	Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)	
All	All	20	ALL	ALL	6	

### Scaling Services, applicable to B6.81

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	MBF	Purchaser shall request a scaling site per B6.811, which meets the requirements contained in B6.814.	Conventional (100%) Log Scale	.00

#### A11 - Minimum Scaling Volumes, applicable to B6.81

Minimum volume for Continuous Scaling Services in two-week period N/A MBF per scaler Minimum volume for Intermittent Scaling Services N/A MBF on a N/A basis

#### A12 - Fire Precautionary Period, applicable to B7.2

April 01 to October 31, inclusive

# A13 - Purchaser Responsibility to Furnish Crews and Equipment for:

Initial Fire Supression, applicable to B7.3

Within 5 road miles

Fire Suppression Reinforcement, applicable to B7.312 and B 7.313

Within 100 road miles

# Purchaser's Obligation per Operations Fire, applicable to B7.41 Maximum Amount: \$ \$300,000.00

#### A15 - Termination Date, applicable to B8.2

May 26, 2011

A16 - Normal Operating Season, applica	able to 86.31, 86.66, 88.21 and 89.3
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First Period:	May	_01	to	November 30	, inclusive
Second Period:		***	to		, inclusive

#### A17 - Performance Bond Amount, applicable to B9.1

#### A18 - Downpayment, applicable to B4.211

Downpayment Amount: \_\_\_\_\_

#### A19 - Periodic Payment Amount, applicable to B4.213

 Periodic Payment Determination Date
 Amount

 Initial Payment:
 N/A

 Additional Payment:
 N/A

#### **Contract No:**

Market-Related Contract Term Addition Producer Price Index, applicable to B8.212

Index Name: Not Applicable Index Number: N/A

#### **Inapplicable Standard Provisions**

The following listed Sections, Subsections, or Items of Division B-Standard Provisions - are hereby made inapplicable. (Instructions: List by reference number and title.)

B4.211

DOWNPAYMENT

USE OF TIMBER (04/2004)

TRIPARTITE LAND EXCHANGE (04/1999)

#### **A22 - List of Special Provisions**

C8.66# (Option 1)

C8.71

The following listed special provisions are attached to and made a part of this contract as Division C. Provisions with reference numbers followed by # contain blanks into which data have been entered for this sale. (Instructions: List by reference number, title, and date.)

C2.35# (OPTION 1)	INDIVIDUAL TREE DESIGNATION (06/2008)
C3.47#	ABNORMAL DELAY (09/2004)
C4.211	DOWNPAYMENT (06/2007)
C4.212	TEMPORARY REDUCTION OF DOWNPAYMENT (08/2009)
C6.24#	SITE SPECIFIC PROTECTION MEASURES (04/2004)
C6.29#	PROTECTION OF HABITAT OF NESTING NON-THREATENED, ENDANGERED AND SENSITIVE RAPTORS (09/2004)
C6.315#	SALE OPERATION SCHEDULE (06/1994)
C6.405	ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)
C6.41#	SPECIFIC REQUIREMENTS (01/2000)
C6.42#	YARDING/SKIDDING REQUIREMENTS (04/2003)
C6.7	SLASH DISPOSAL (06/2008)
C6.74#	SLASH TREATMENT REQUIREMENTS (02/2002)
C6.815	THIRD PARTY SCALING SERVICES (04/2004)
C6.84 (OPTION 1)	USE OF PAINT BY PURCHASER (05/2005)
C7.1	PLANS (09/2004)
C7.2	SPECIFIC FIRE PRECAUTIONS (09/2002)
C7.201	BURNING BY PURCHASER (01/1993)
C7.22	EMERGENCY FIRE PRECAUTIONS (09/2004)
C8.13	DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (09/2004)